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he ought not so to escape, we shall agree with the minority in resolving the doubt in favor of the first wife. No other cases raising the precise point of construction have been found.

INJUNCTIONS—BREACH OF NEGATIVE COVENANT—UNIQUE PERSONAL SERVICE BY WAR CORRESPONDENT.—The defendant, Frank H. Simonds, contracted to serve the complainant as an editorial writer for the New York Tribune for four years and not to write for any other publication during that term. Before the expiration of the agreed time, he resigned his editorial position and began to write war articles for competing newspapers. The complainant sought an injunction. *Held*, that the complainant was entitled to enjoin the defendant from writing for any publication other than the New York Tribune, because of the unique value of the defendant's services. *Tribune Association v. Simonds* (1918, N. J. Ch.) 104 Atl. 386.

This is an interesting application of the familiar doctrine of *Lumley v. Wagner* (1852) 1 De G. M. & M. 604—a doctrine that has been greatly criticized, perhaps deservedly so, but one which has been generally followed in this country.

MARINE INSURANCE—INSURER'S CONDITIONAL PAYMENT NO BAR TO SUIT AGAINST CARRIER IN INSURER'S INTEREST.—A cargo of sugar shipped on a certain vessel was severely damaged because of the unseaworthiness of the vessel's hull. The carrier's liability was limited by the bill of lading to negligent loss. The shipper insured the cargo under a policy which limited recovery to losses for which the carrier was not legally responsible. The insurance company after the loss advanced to the shipper "as a loan" an amount equal to the loss, taking a receipt in which the shipper agreed that the "loan" was "repayable only to the extent of any net recovery" from the carrier and that he would sue the carrier for the benefit of and at the expense of the insurance company. A libel against the carrier was filed in the name of the shipper but actually for the sole benefit of the insurance company, through their proctors and counsel, and wholly at their expense. The carrier contended that as the shipper had already been compensated for his loss the libel should be dismissed. *Held*, that the insurers were entitled to recover. *Edgar F. Luckenbach et al. v. W. J. McCahan Sugar, etc. Co.* (1918) 39 Sup. Ct. 53.

Apparently the question involved has never before been presented to the Supreme Court. The decision gives effect to the agreement of the parties. While, as the opinion says, "it is creditable to the ingenuity of business men that an arrangement should be devised which is consonant both with the needs of commerce and the demands of justice," it would seem that, under the modern rule that actions against a carrier for negligent loss of property are assignable, the result could be reached by an agreement saying in simple English that the insured assigned the claim to the insurer and that so far as the latter recovered from the carrier the loan should be discharged.

MINIMUM WAGE COMMISSION—NON-COMPULSORY MINIMUM WAGE—COMPULSORY GIVING OF EVIDENCE AS TO COMPLIANCE.—A statute of Massachusetts provided for the establishment of a non-compulsory rate that ought to be paid to female workers in the various employments. To ascertain what employers were, of their own volition, following the recommendation of the board, the statute further provided that the commission could resort to the courts to compel the employers to give evidence as to the wages actually paid